

The Hon. Lauren King

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

JEFFREY JOSEPH BRANHAM,

Defendant,

and

RICHARD SANDERS,

Third-Party Claimant.

NO. CR23-100-LK

**STIPULATION AND  
~~PROPOSED~~ ORDER SETTLING  
THIRD-PARTY CLAIM**

NOTE ON MOTION CALENDAR:  
June 25, 2025

The United States and Third-Party Claimant Richard Sanders present the following Stipulation and proposed Order to settle Mr. Sanders' asserted interest in a Kimber 9mm pistol, bearing serial number K001085, including any associated magazines (the "Kimber Pistol"), that was forfeited by Defendant Jeffrey Joseph Branham in this case.

**I. BACKGROUND**

Defendant agreed to forfeit the Kimber Pistol pursuant the plea he entered on November 4, 2024. Dkt. No. 49. Prior to Defendant's sentencing, the Court entered a Preliminary Order of Forfeiture forfeiting the Kimber Pistol. Dkt. No. 53.

1 As required by 21 U.S.C. § 853(n)(1) and Rule 32.2(b)(6)(C) of the Federal Rules  
2 of Criminal Procedure, the United States published notice of the Preliminary Order of  
3 Forfeiture and of its intent to dispose of the preliminarily forfeited property, including the  
4 Kimber Pistol, in accordance with governing law. *See* Dkt. No. 54. That notice informed  
5 any third parties claiming an interest in the property that they were required to file a  
6 petition with the Court within 60 days of the date of the notice's first publication on  
7 December 22, 2024. *Id.*

8 Mr. Sanders filed a timely claim to the Kimber Pistol in which he asserted he was  
9 its rightful owner. Dkt. No. 65.

10 No competing claims to the Kimber Pistol have been file, and the period for doing  
11 so expired on or about February 20, 2025, for the published notice, and March 23, 2025,  
12 for direct notice.

## 13 II. STIPULATION

14 The United States and Mr. Sanders HEREBY STIPULATE to the following:

15 1. In support of his Claim, Mr. Sanders asserts that he is the rightful owner of  
16 the Kimber Pistol. Mr. Sanders provided documentation showing that he purchased the  
17 firearm from Loan & Sport Inc., in Bothell, Washington, on March 1, 2015. Mr. Sanders  
18 asserts that the Kimber Pistol was stolen from his car in approximately June of 2023.

19 2. The information provided by Mr. Sanders is consistent with the information  
20 contained in investigative materials prepared by the King County Sheriff's Office,  
21 confirming that in 2023, Mr. Sanders had reported the theft of the Kimber Pistol to the  
22 Seattle Police Department, under case number 23-64286.

23 3. Mr. Sanders does not know Defendant or how Defendant acquired the  
24 Kimber Pistol.

25 4. The Federal Bureau of Investigation has confirmed that Mr. Sanders has no  
26 identifiable criminal history precluding him from possession a firearm at this time.

1           5.     Mr. Sanders affirms that neither he nor any person living in his residence is  
2 prohibited from possessing a firearm.

3           6.     Based on the information and affirmations reflected in Paragraphs 1–4,  
4 above, the United States agrees that Mr. Sanders had a vested interest in the Kimber  
5 Pistol, pursuant to 21 U.S.C. § 853(n)(6)(A), before Defendant possessed it.

6           7.     The United States recognizes Mr. Sanders’ vested interest in the Kimber  
7 Pistol and agrees to return it to Mr. Sanders following the criminal proceedings in this  
8 case, to include any criminal appeal. The seizing agency, FBI, will affect the return of the  
9 Kimber Pistol to Mr. Sanders.

10          8.     Mr. Sanders understands the Kimber Pistol constitutes evidence in this case  
11 and cannot be returned prior to the completion of these criminal proceedings, to include  
12 any criminal appeal.

13          9.     Mr. Sanders understands and agrees the Kimber Pistol will be returned to  
14 him in its current condition, as it was seized from Defendant in this case.

15          10.    Mr. Sanders understands and agrees that this Stipulation fully and finally  
16 resolves his claim to the Kimber Pistol. Mr. Sanders waives any right to further litigate or  
17 pursue his claim, in this or any other proceeding, judicial or administrative.

18          11.    Upon return of the Kimber Pistol, Mr. Sanders agrees to release and hold  
19 harmless the United States, its agents, representatives, and/or employees, as well as any  
20 involved state or local law enforcement agencies, their agents, representatives, and/or  
21 employees, from any and all claims Mr. Sanders may possess, or that could arise, based  
22 on the seizure, detention, and return of the Kimber Pistol.

23          12.    The United States and Mr. Sanders agree they will each bear their own  
24 costs and attorneys’ fees associated with the seizure, detention, and return of the Kimber  
25 Pistol, as well as with Mr. Sanders’ claim and this Stipulation.

26          13.    The United States and Mr. Sanders agree that the terms of this Stipulation  
27 are subject to review and approval by the Court, as provided in the proposed Order

1 below. If the Court enters the proposed Order, a violation of any term or condition of this  
2 Stipulation shall be construed to be a violation of that Order.

3  
4 Respectfully submitted,  
5 TEAL LUTHY MILLER  
6 Acting United States Attorney

7 DATED: June 24, 2025

s/Karyn S. Johnson  
8 KARYN S. JOHNSON  
9 Assistant United States Attorney  
10 United States Attorney's Office  
11 700 Stewart Street, Suite 5220  
12 Seattle, WA 98101  
13 Phone: 206-553-2462  
14 Fax: 206-553-6934  
15 Karyn.S.Johnson@usdoj.gov

16 DATED: \_\_\_\_\_, 2025

17 \_\_\_\_\_  
18 RICHARD SANDERS\*  
19 Third-Party Claimant  
20 Lake Stevens, WA  
21 \*Signed by AUSA Johnson on behalf of  
22 Richard Sanders per email authorization on  
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5 TEAL LUTHY MILLER  
6 Acting United States Attorney

7 DATED: \_\_\_\_\_, 2025

8 KARYN S. JOHNSON  
9 Assistant United States Attorney  
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15 Karyn.S.Johnson@usdoj.gov

16 DATED: 6-19, 2025

17 Richard Sanders  
18 RICHARD SANDERS\*  
19 Third-Party Claimant  
20 Lake Stevens, WA  
21 \*Signed by AUSA Johnson on behalf of  
22 Richard Sanders per email authorization on  
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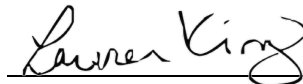
**~~PROPOSED~~ ORDER**

The Court has reviewed the above Stipulation between the United States and Third-Party Claimant Richard Sanders, settling the interest Mr. Sanders has asserted in the Kimber Pistol, Dkt. No. 65, that was forfeited by Defendant Jeffrey Joseph Branham in this case, Dkt. No. 53.

The Court HEREBY APPROVES the Stipulation and Settlement and its terms.

IT IS SO ORDERED.

DATED this 25th day of June, 2025.



\_\_\_\_\_  
THE HON. LAUREN KING  
UNITED STATES DISTRICT JUDGE

**CERTIFICATE OF SERVICE**

I hereby certify that on June 25, 2025, I electronically filed the foregoing Stipulation and Proposed Order Settling Third-Party Claim to Firearm with the Clerk of the Court using the CM/ECF system, which sends notice of the filing to all ECF participants of record.

I hereby further certify that on June 25, 2025, I served the foregoing Notice on the following parties who are not participating in ECF, at the addresses listed below, by U.S. First Class Mail and/or by electronic mail, as indicated:

Richard Sanders  
[REDACTED]  
Lake Stevens, WA 98258  
[REDACTED]@gmail.com

s/Hannah G. Williams  
HANNAH G. WILLIAMS  
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